

UNITED STATES DISTRICT COURT

Eastern District of New York

UNITED STATES OF AMERICA

v.

John Rossano

JUDGMENT IN A CRIMINAL CASE

Case Number: 11CR30[KAM]

USM Number: 78877-053

Joseph A. Lobosco

The Law Office of Joseph A. Lobosco

118-21 Queens Blvd. Ste 606

Forest Hills, NY 11375

Defendant's Attorney

THE DEFENDANT:

☒ pleaded guilty to count(s) ten of a sixty-count indictment

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☐ was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. § § 1349 and 1343	CONSPIRACY TO COMMIT WIRE FRAUD, a Class C felony	1/20/2011	10

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s)

☒ Count(s) 11 through 14 ☐ is ☒ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

June 1, 2012

Date of Imposition of Judgment

s/KAM

Signature of Judge

Kiyo A. Matsumoto, USDJ

Name and Title of Judge

June 5, 2012

Date

DEFENDANT: John Rossano
CASE NUMBER: 11CR30[KAM]

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:

Sixteen (16) months.

- ✓ The court makes the following recommendations to the Bureau of Prisons:
That the BOP attempt to place Mr. Rossano in a facility as close to New York City as possible to facilitate family visits.
- ☐ The defendant is remanded to the custody of the United States Marshal.
- ☐ The defendant shall surrender to the United States Marshal for this district:
- ☐ at _____ ☐ a.m. ☐ p.m. on _____.
- ☐ as notified by the United States Marshal.
- ✓ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:
- ✓ before 12 p.m. on September 4, 2012.
- ☐ as notified by the United States Marshal.
- ☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
a _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____

DEFENDANT: John Rossano
CASE NUMBER: 11CR30[KAM]

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of :

Three (3) years with special conditions.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- ☐ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. *(Check, if applicable.)*
- ☒ The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. *(Check, if applicable.)*
- ☐ The defendant shall cooperate in the collection of DNA as directed by the probation officer. *(Check, if applicable.)*
- ☐ The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. *(Check, if applicable.)*
- ☐ The defendant shall participate in an approved program for domestic violence. *(Check, if applicable.)*

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: John Rossano
CASE NUMBER: 11CR30[KAM]

SPECIAL CONDITIONS OF SUPERVISION

- (A) Defendant shall comply with the order of restitution and the order of forfeiture.
- (B) Defendant shall make full financial disclosure to the probation officer and the U.S. Attorneys Office to ensure compliance with the restitution and forfeiture orders.
- (C) Defendant shall not associate directly or indirectly, in person, through mail, electronic mail, or telephone, with any individual with and affiliation to any organized crime groups, gangs, or other criminal enterprise. Nor shall defendant frequent any establishment, or other locale, where these groups may meet or congregate pursuant, but not limited to, a prohibition list provided by the Probation Department.
- (E) Defendant shall not possess a firearm, ammunition, or destructive device.
- (f) Mr. Rossano shall not frequent or visit any gambling establishments (illegal or legal).

RESTITUTION

Mr. Rossano is ordered to pay restitution in the amount of \$1,396,892.75, for which is jointly and severally liable with co-defendant Michael Castellano. The restitution amount is due immediately, and payable at a minimum rate of not less than 25% of defendant's monthly gross income, after deductions required by law. The restitution amount is due immediately, and shall commence on July 1, 2012, and continue until fully paid. The list of victims entitled to restitution is attached hereto and incorporated herein as part of this Judgment.

FORFEITURE

Defendant has agreed to pay a forfeiture money judgement in the amount of \$1,267,092.80. The Order of Forfeiture is attached hereto and incorporated herein as part of this Judgment.

DEFENDANT: John Rossano
 CASE NUMBER: 11CR30[KAM]

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 100.00	\$ 0	\$ 1,396,892.75

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
Individual Victims (list attached)	\$636,040.60	\$636,040.60	
MoneyGram	\$760,852.15	\$760,852.15	

TOTALS	\$ 1,396,892.75	\$ 1,396,892.75
---------------	-----------------	-----------------

✓ Restitution amount ordered pursuant to plea agreement \$ 1,396,892.75

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

✓ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

✓ the interest requirement is waived for the ☐ fine ☐ restitution ✓special assessment.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: John Rossano
 CASE NUMBER: 11CR30[KAM]

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A ☒ Lump sum payment of \$ 1,396,992.75 due immediately, balance due
- ☐ not later than _____, or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☒ Special instructions regarding the payment of criminal monetary penalties:
 All payments (restitution, forfeiture, and assessment) shall be made to the Clerk of Court. Mr. Rossano shall pay restitution in the amount of \$1,396,892.75, for which he is jointly and severally liable with co-defendant Michael Castellano. The restitution amount is due immediately, and payable at a minimum rate of not less than 25% of defendant's monthly gross income, after deductions required by law. The forfeiture amount is due immediately as specified in the Order of Forfeiture, which is attached hereto and incorporated herein as part of this Judgment. All payments shall be mailed to the Clerk of Court. U.S. District Court. 225 Cadman Plaza East, Brooklyn, New York 11201.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☒ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

Restitution is joint and several with co-defendant in 11CR30{KAM} Michael Castellano in the amount of \$1,396,892.75.

- ☐ The defendant shall pay the cost of prosecution.
- ☐ The defendant shall pay the following court cost(s):

- ☒ The defendant shall forfeit the defendant's interest in the following property to the United States:
 Mr. Rossano has agreed to pay a forfeiture money judgment in the amount of \$1,267,092.80, as specified in the Order of Forfeiture and payable as stated above (F). The Order of Forfeiture is attached hereto and incorporated herein as part of this Judgment.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

Victim	Date	Loss Amount Reported By Case Agent	Loss Amount Reported by Victim
Healthfair Pharmacy 315 Willow Avenue Hoboken, NJ	1-25-07	\$57	No response
Air World Travel 6969 Richmond Highway Alexandria, VA	2-01-07	\$9,620	\$219
C and C Discount 101 Beach Street Fort Worth, TX	2-10-07	\$6,920	No response
Discovery Bay Trading Company 1778 Ala Moana Boulevard Honolulu, HI	2-13-07	\$10,933	Returned as "not deliverable"
Gateway Discount Liquor 2720 NE 28 th Street Fort Worth, TX	2-22-07	\$4,358	Returned as "not deliverable"
Mail Boxes Etc. #1347 542 Hopmeadow Street Simsbury, CT	3-07-07	\$3,923	No response
Teaneck Mail Box 1402 Teaneck Road Teaneck, NJ	4-20-07	\$1,699	No response
Mail Boxes Northwest 2114 Columbia Boulevard Saint Helens, OR	5-09-07	\$3,435	\$3,435
Box and Go 2743 Veterans Parkway Springfield, IL	5-25-07	\$1,820	Returned as "not deliverable"
Pioneer Supermarket 2870 Webster Avenue Bronx, NY	5-25-07	\$1,885	No response
Rings Pharmacy 221 West Main Street Montpelier, OH	6-05-07	\$2,495	No response
Julias Gift Store 59 Main Street, Suite A Brewster, NY	6-10-07	\$1,683	No response

The Postal Connection 915 West Foothill Boulevard Claremont, CA	6-12-07	\$7,474	No response
Lakeview Pharmacy 516 Monument Square Racine, WI	6-18-07	\$1,836	No response
Commerce Lake Market 1740 Glengary Road Road Commerce Township, MI	6-25-07	\$4,331	No response
Mail Port Plus 1709 North West Avenue Jackson, MI	6-25-07	\$7,389	Returned as "not deliverable"
Pennsville News Shop 233 North Broadway Pennsville, NJ	7-06-07	\$3,544	No response
Albaneses Food Gallery 10933 Hebron Road SE Buckeye Lake, OH	7-08-07	\$6,165	\$4,814 (includes \$485 for legal fees)
Farm Food Store 15061 Jog Road Delray Beach, FL	7-09-07	\$5,742	No response
Rockport Mail Center 1919 highway 35 N Rockport, TX	7-20-07	\$4,507	No response
EZ Cellular 13003 Murphy Road Stafford, TX	7-21-07	\$2,460	Returned as "not deliverable"
PAK Mail 2114 N Flamingo Road Pembroke Pines, FL	8-09-07	\$5,806	No response
Geiger PT. Orchard Pharmacy 567 Bay Street Port Orchard, WA	8-15-07	\$4,130	Returned as "not deliverable"
Pleasant Hill Convenience 1500 N State Route 7 Pleasant Hill, MO	8-15-07	\$4,635	No response
Sunrise IGA 100 Sunsire Center Drive Zanesville, OH	8-15-07	\$3,870	No response

Momber Pharmacy 133 E Division Street Sparta, MI	8-27-07	\$4,230	No response
University Avenue Market 2080 University Ave Green Bay, WI	8-29-07	\$4,940	No response
Vashon Market 17639 100 TH Ave SW Vashon, WA	9-11-07	\$7,530	Returned as "not deliverable"
Shafer Pharmacy 1255 Williamson Street Madison, WI	9-27-07	\$10,901	\$11,000
Chipp's & Nichols IGA INC 1830 Greenwood Road Prescott, MI	10-08-07	\$4,095	\$16,540
Field Pharmacy 7404 Woodbury Road Laingsburg, MI	10-22-07	\$10,205	No response
Jacksons Drug Store 166 E Dogwood Street Monticello, FL	10-23-07	\$4,046	No response
Charlie's Auto Parts 210 Highway 57 E Grand Junction, TN	11-14-07	\$6,595	No response
New Hudson Discount Pharmacy 5670 Grand River Ave New Hudson, MI	11-19-07	\$3,970	No response
Kimball CO-Op Food Store 815 E 3 RD Street Kimball, NE	11-19-07	\$4,380	No response
Cigarette Outlet 6009 South Ave Boardman, OH	11-20-07	\$5,794	Returned as "not deliverable"
Preferred Market 5615 109 TH Ave P.O. Box 25 Pullman, MI	12-01-07	\$24,200	\$28,914 (includes loss of income of \$4,333 and \$1,351 in investigation expenses)
Norristown Convenience Store 1505 Powell Street Norristown, PA	12-07-07	\$11,520	No response
Kenny's Market	12-20-07	\$9,587	No response

7850 N Telegraph Road Newport, MI			
Schott's Supermarket 16659 E 14 Mile Road Fraser, MI	1-03-08	\$3,970	No loss reported
Fuhrman's IGA 12 N Main Street West Salem, OH	1-21-08	\$12,240	\$2,079 (received \$10,241 from Grocer's Insurance)
A To Z Convenience Food 1101 Lehigh Street Easton, PA	1-27-08	\$14,529	\$18,000
Village Drugs And Liquors 1233 Magie Ave Union, NJ	2-09-08	\$5,937	No response
Goin Postal 324 1 ST Ave E Oneonta, AL	2-25-08	\$8,574	No response
Victory Pharmacy 1238 Springfield Ave Irvington, NJ	2-25-08	\$18,549	No response
Savannah Country Mart 402 E Price Ave Savannah, MO	4-13-08	\$20,266	\$1,000 (received \$22,574.81 from Argonaut Great Central Insurance, 10101 Reunion Place Boulevard, Suite 500, San Antonio, TX)
C&C Minimart 1431 N Salina Street Syracuse, NY	5-07-08	\$2,085	\$6,400
Mannys Liquor 42951 Dequindre Road Troy, MI	5-07-08	\$13,218	No response
EKI International Foods 5113 S 3 RD Street Louisville, KY	5-12-08	\$6,886	No response
Valley Drug & Variety 301 Main Street Stevensville, MT	5-12-08	\$8,664	\$1,000 (received \$7,664 from American Hallmark Insurance Company of Texas, 777 Main St., Suite 1000 Fort Worth,

			TX)
P And P Mart P.O. Box 687 Kennedale, Texas 76060	5-19-08	\$7,140	\$7,948 (includes \$800 in legal fees)
Cosmi's Market 1501 S 8 TH Street Philadelphia, PA	5-31-08	\$3,172	No response
Bridgeton Market & Deli 534 Irving Ave Bridgeton, NJ	6-16-08	\$10,380	No response
Bills Quick Mart 20 Glendale Drive Rogersville, MO	6-17-08	\$3,519	No response
Chingos Food Mart 2024 S Sycamore Street Petersburg, VA	6-26-08	\$6,875	No response
Neighborhood Pantry 1124 S Springinsguth Road Schaumburg, IL	6-27-08	\$2,348	No response
Family Food Mart 1013 W Dixie Ave Leesburg, FL	6-30-08	\$8,985	No response
Checos Grocery 915 Lynn Ave Bethlehem, PA	7-14-08	\$13,858	No response
Express Mart 5490 W Michigan Ave Ypsilanti, MI	7-17-08	\$10,496	No response
Edgewood Avenue Express 253 Edgewood Ave Pittsburgh, PA	8-01-08	\$11,109	No response
Thrifty Drug 5240 Lapeer Road Burton, MI	8-16-08	\$8,050	No response
Valdemar Travel 594 N Frederick Ave Gaithersburg, MD	9-23-08	\$1,340	No response
Harveys Market 9975 99 TH West Proberta, CA	9-29-08	\$7,792	\$693.62
Isom IGA 29 Isom Shopping Plaza	9-30-08	\$19,536	\$19,500

Isom, KY			
Fairplay Pharmacy 940 Main Street Fairplay, CO	10-01-08	\$5,458	Returned as "not deliverable"
Glades Food Market 364 W Avenue A Belle Glade, FL	10-08-08	\$16,910	No response
Anderson & Haile Drug Co. 101 W Gore Gainesboro, TN	10-09-08	\$17,034	No response
Post Master Plus 1407 Foothill Boulevard La Verne, CA	10-18-08	\$5,095	No response
BP Amoco 6002 18 TH Ave Brooklyn, NY	10-21-08	\$7,375	No response
Aquahart Liquors 14 Aquahart Road Glen Burnie, MD	11-01-08	\$5,215	No response
Florida Pharmacy INC 5366 W 12 TH Ave Hialeah, FL	11-08-08	\$2,448	\$13,697.98
ST Louis IGA 320 N Mill Street 100003853, MI	11-10-08	\$6,225	Returned as "not deliverable"
Washington Shop Pharmacy 90 Washington Street East Orange, NJ	11-11-08	\$6,910	No response
Yovo LLC 4903 Belair Road Baltimore, MD	11-15-08	\$10,398	No response
Woodys Food Center 622 W Main Street Newcastle, WY	11-28-08	\$8,351	No response
Medved's Pharmacy 536 Mckean Ave Charleroi, PA	1-05-09	\$1,870	No response
B & F Super Foods 60 Lakeview Road Nederland, CO	1-14-09	\$11,244	No response
Piggy Wiggly 550 Detloff Drive	2-06-09	\$10,000	\$10,003

Arcadia, WI			
Carolina International Market 3605 Bastion LN Raleigh, NC	3-18-09	\$2,856	No response
The Corner Store 2 110 Kennedy Boulevard Bayonne, NJ	4-16-09	\$6,274	No response
Allen Street Market And Deli 1905 W Allen Street Allentown, PA	5-19-09	\$1,920	No response
Food Spot #2 5011 Monroe Street Groves, TX	6-17-09	\$2,345	No response
Philip Texaco I 201 E Pine Street Frankston, TX	6-23-09	\$6,501	Returned as "not deliverable"
Briar Hill Pharmacy 50 Union Ave Irvington, NJ	9-30-09	\$3,876	No response
L & L Food Stores 627E E Washington Street #6 Nashville, NC	10-09-09	\$5,406	\$5,406
Pebble Lake Take Five 1603 Pebble Lake Road Fergus Falls, MN	10-12-09	\$1,530	\$1,530
The UPS Store 1405 4 TH Ave NW Ardmore, OK	11-24-09	\$9,729	No response
O'Neal's Drug Store INC 292 E Main Street Belhaven, NC	12-02-09	\$7,854	\$523.10 (received \$7,330.90 from insurance company)
New Way 1700 Monroe Street Commerce, TX	12-03-09	\$3,366	\$3,800
Elden's Food Fair 707 3 RD Ave E Alexandria, MN	2-08-10	\$3,121.20	No response
Titi Travel INC 4505 30 TH Ave Astoria, NY	5-10-10	\$2,000	No response

Sandstone Ace Hardware 218 Main Street Sandstone, MN	7-13-10	\$10,444	No response
Alexander/Savemore Drug 270 N 2 ND E Mountain Home, ID	7-22-10	\$2,057.40	Returned as “not deliverable”
	Total	\$636,040.60	\$156,502.70